

CIOB

TIME AND COST MANAGEMENT CONTRACT

04

SUBCONTRACT AGREEMENT

2015 EDITION



THE SUBCONTRACT AGREEMENT

SUBCONTRACT DATE

This Subcontract Agreement is made on

.....

LAW OF THE SUBCONTRACT

The Law of the Subcontract Shall be Law
(if none is stated it shall be English Law)

THE PARTIES

Between

THE CONTRACTOR

.....

whose primary address is

.....

.....

and whose email address is:

.....

and whose telephone number is

and

THE SUBCONTRACTOR

.....

whose primary address is

.....

.....

and whose email address is:

.....

and whose telephone number is

FOR THE SUBCONTRACT WORK

Referred to as

.....
.....

In accordance with

THE SUBCONTRACT DOCUMENTS

Which shall comprise the following

- 1. The Subcontract Agreement
- 2. The Subcontract Special Conditions
- 3. The Subcontract Conditions
- 4. The Subcontract Specification
- 5. The Working Schedule identified as*

.....

with the Data Date of

- 6. The Planning Method Statement identified as*

.....

with the Data Date of

- 7. The Subcontractor's Pricing Document identified as*

.....

* *Insert formal title of document*

And Subcontract Documents identified as*

- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.

SUBCONTRACT START

to be commenced on the earlier of Start Date and/or the Access Date, identified in Appendix 2

SUBCONTRACT HANDOVER

and shall be completed by the Subcontract Handover Date

In connection with

THE WORKS

Referred to as

.....

At

.....

The date for commencement of which is

And the date for Substantial Completion of which is

* Insert formal title of document

RECITALS

Whereas

THE CONTRACTOR'S AUTHORISED REPRESENTATIVE

shall be

.....

whose primary address is

.....
.....

and whose email address is:

.....

and whose telephone number is

THE SUBCONTRACTOR'S AUTHORISED REPRESENTATIVE

shall be

.....

whose primary address is

.....
.....

and whose email address is

.....

and whose telephone number is

** Describe the Subcontract Work, including where appropriate the nature of any required Design Contribution*

THE CONTRACTOR'S SUBCONTRACT SUPERVISOR

shall be

.....

whose primary address is

.....

.....

and whose email address is

.....

and whose telephone number is

THE SUBCONTRACTOR'S SITE AGENT

shall be

.....

whose primary address is

.....

.....

and whose email address is

.....

and whose telephone number is

THE EMPLOYER

shall be

.....

whose representative shall be

.....

and whose primary address is

.....

and whose email address is

.....

and whose telephone number is

THE CONTRACT ADMINISTRATOR

shall be

.....

whose primary address is

.....

and whose email address is

.....

and whose telephone number is

THE TIME MANAGER

shall be

.....

whose primary address is

.....

.....

and whose email address is

.....

and whose telephone number is

THE COST MANAGER

shall be

.....

whose primary address is

.....

.....

and whose email address is

.....

and whose telephone number is

AGREEMENT

IT IS HEREBY AGREED AS FOLLOWS

1. The Subcontractor shall carry out and complete the Subcontract Works in accordance with the Subcontract Documents.
2. The Contractor shall pay to the Subcontractor the sum of
 (in words)
 or such other sum which becomes payable, at the intervals and in the manner specified in the Subcontract.

This Agreement is executed and delivered as a deed by the parties on the date first set out above.

EXECUTED AND DELIVERED AS A DEED

FOR AND ON BEHALF OF THE CONTRACTOR

By

Signature

Name of signatory

Being a Director/ Authorised Signatory* of the Contractor

And by

Signature

Name of signatory

Being a Director/ Authorised Signatory* of the Contractor

**Delete as applicable or Insert the status of the signatory*

FOR AND ON BEHALF OF THE SUBCONTRACTOR

By

Signature

Name of signatory

Being a Director/ Authorised Signatory* of the Subcontractor

Signature

Name of signatory

Being a Director/ Authorised Signatory* of the Subcontractor

** Delete as applicable or insert the status of the signatory*

STANDARD DOCUMENTATION

In addition to this standard document No. 4, the Subcontract Agreement, the Subcontract Comprises

Document No. 5 Subcontract Conditions
Document No. 6 Subcontract Appendices

NAMING

The Subcontract is formally called the “CIOB Time and Cost Management Subcontract, 2015 Edition.” However, it may also be referred to as the “Time Management Subcontract” or simply TCM/SC15. It is referred to within this document as the “Subcontract”.

The construction contract is formally called the “CIOB Time and Cost Management Contract, 2015 Edition”. However it may also be referred to as “The Time and Cost Management Contract” or simply “TCM15”. It is referred to within the Subcontract as “the Construction Contract”.

GRAPHIC DESIGN

Concept, design and artwork by Thompson Graphics

DISCLAIMER

The Subcontract has been produced for use in a wide variety of construction and engineering projects to be carried out under the CIOB’s Time and Cost Management Contract. As with any standard form document, however, the unique circumstances of each project will demand careful consideration as to its suitability and that of each provision. The parties will need to rely upon their own skill and judgement (and/or that of their advisers) in making use of this or any other standard form document comprised in, or for use in connection with, this Subcontract. Neither the Chartered Institute of Building, nor any author or contributor, assumes any liability to anyone for any loss or damage caused by any error or omission, whether such error or omission is the result of negligence or any other cause.

COPYRIGHT AND PUBLISHING

Published 2015 by The Chartered Institute of Building, 1 Arlington Square, Downshire Way, Bracknell, Berkshire, RG12 1WA, United Kingdom Registered Charity No. (England and Wales) 280795; (Scotland) SC041725.

All rights reserved. No part of this publication may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, except in accordance with the provisions of the Copyright, Design and Patents Act 1988, without prior written permission of the publisher. The Chartered Institute of Building, CIOB and the Lion Logo are registered trademarks of the Institute.

© The Chartered Institute of Building 2015



1 Arlington Square
Downshire Way
Bracknell
Berkshire
RG12 1WA
United Kingdom

T: + 44 (0) 1344 630 700
F: + 44 (0) 1344 306 430
W: www.ciob.org